

LABOR-MANAGEMENT RELATIONS AGREEMENT
BETWEEN
BERGEN COUNTY BOARD OF SOCIAL SERVICES
AND
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
JULY 1, 2012 THROUGH DECEMBER 31, 2016

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LABOR-MANAGEMENT RELATIONS AGREEMENT

Except as otherwise stated herein, this Agreement shall be effective on the 1st day of July, 2012, notwithstanding the actual date of execution between the BERGEN COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board"), whose address is 216 Route 17 North, Rochelle Park, New Jersey 07662, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I UNION RECOGNITION

The Bergen County Board of Social Services hereby agrees to recognize the Communications Workers of America, AFL-CIO, as the sole and exclusive collective bargaining representatives of the full- and part-time employees of the Board (hereinafter referred to as the "Bargaining Unit") in the following job titles (including the bi-lingual variant):

Clerical

Account Clerk
Building Maintenance Worker
Clerk I
Clerk II
Clerk III
Clerk Steno I
Clerk Steno II
Clerk Steno III
Clerk Transcriber
Data Control Clerk
Data Entry Machine Operator
Interpreter
Keyboarding Clerk I
Keyboarding Clerk II
Keyboarding Clerk III
Principal Account Clerk
Records Support Technician I
Sr. Building Main. Worker
Senior Account Clerk
Senior Clerk Transcriber
Senior Data Entry Machine Operator
Telephone Operator

Professional

Accounting Assistant
Graduate Nurse
Human Services Aide
Human Services Specialist 1
Human Services Specialist 2
Human Services Specialist 3
Investigator CWA
Social Worker
Social Worker Specialist
Social Services Technician

Excluded from such representation are all confidential secretaries, confidential employees and supervisors within the meaning of Title 11A of the New Jersey statutes and the regulations promulgated thereunder (collectively, the "Act", notwithstanding the Department of Personnel title (collectively, the "Excluded Employees").

D. The duly authorized bargaining representatives shall be allowed release time prior to and after the labor-management negotiating sessions. These sessions shall not exceed thirty (30) minutes in length per session.

ARTICLE 4 HOURS

A. Except as modified by the Extended Hours Program below, hours for all employees covered by this contract shall be a seven (7) hour work day from either 8:00 a.m. to 4:00 p.m., 8:30a.m. to 4:30p.m. or 8:45 a.m. to 4:45 p.m., Monday-Friday. There shall be an unpaid lunch period of one (1) hour and two paid fifteen (15) minute breaks, one in the morning and one in the afternoon. Each break shall not exceed fifteen (15) minutes and will not be used to either lengthen a lunch hour or shorten the work day. All start times, lunch periods and break periods will be set by the Director (all references in this Agreement to the "Director" shall include, in the Director's discretion, the Director's Designee). The total work week is thirty-five (35) hours. Seventy (70) hours shall comprise every two-week pay period. The Director, or his designee, after giving the Union an opportunity to discuss any change in advance and subject to the approval of the Board, shall have the right for efficient operation of Board affairs to make changes in the starting and ending times of the daily work schedule so long as the total work does not exceed seventy (70) hours in each two (2) week pay period. The hours for part-time employees shall be 9:00 a.m. to 2:00 p.m.

Extended Hours will consist of one (1) day per week wherein the Agency will be open from 8:00 a.m. until 8:00 p.m. Employees participating in the Extended Hours Program shall be permitted to work any one of the following shifts:

1. 12:00 p.m. to 8:00 p.m. on the extended day with a one (1) hour unpaid lunch and two (2) paid fifteen (15) minute breaks
2. 8:30 a.m. to 8:00 p.m. on the extended day with a one (1) hour unpaid lunch and three (3) paid fifteen (15) minute breaks.
3. 8:00a.m. to 8:00 p.m. on the extended day with a one (1) hour unpaid lunch, another one-half (1/2 hour unpaid meal break and three (3) paid fifteen minute breaks.
4. No employee shall be required to work over title unless he/she is compensated at the hourly rate of the higher title.
5. Any time off during a scheduled extended hour day shall be charged as actual hours (10 ½ hours) for those on the 8:00 a.m. to 8:00 p.m. or 8:30 a.m. to 8:00 p.m. schedule who take a full day off.
6. Full-time employees who work the ten and one-half (10 ½) hours extended day twice in any pay period shall receive one (1) seven (7) hour day off.

ARTICLE 6
HOLIDAYS

A. DEFINITION: Holidays referred to in this section include legal holidays as fixed by statute. These Holidays are:

New Year's Day
Martin Luther King's
 Birthday
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
The day following Thanksgiving Day
Christmas Day

(collectively, "Holiday(s)") and whenever any such day falls on a Sunday, the following day shall become the designated Holiday. Whenever a Holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. A Holiday shall also include any other day established as a Holiday by proclamation of the Board. Lincoln's Birthday shall be observed as a Holiday in 2010 only.

B. GENERAL INFORMATION AS TO HOLIDAYS

1. If a Holiday shall fall during an employee's vacation, such day shall not be charged against the employee's vacation time.

2. Holidays falling within a period of paid absence will entitle the employee to pay for such Holiday. Periods of paid absence are: sick leave, vacation leave, compensatory time off and personal time.

3. Holidays falling during an unpaid leave of absence will not be credited or paid.

4. In order to qualify to receive holiday pay, an employee must work and register for work on the working day before a Holiday and at the designated starting time on the working day after a Holiday. The only exceptions thereto shall be for an employee who is on authorized paid leave or who is conducting official agency business with the express prior approval of his/her supervisor/administrator.

5. Full-time employees who, upon the written directions of the Director, work on a Holiday shall be entitled to be paid at the rate of time and one-half (1 1/2) for such hours worked on such Holiday.

6. Part-time employees who, upon the written directions of the Director, work on a Holiday shall be entitled to be paid at their straight time rate for such hours worked on such Holiday.

5. Part-time employees are eligible for sick leave, provided, however, the number of days earned shall be proportionate to the sick leave earned by a full-time employee and the number of standard hours worked in each pay period.
6. Summer, seasonal and per diem employees shall not be eligible for sick leave.
7. Accumulated sick leave shall be forfeited by an employee upon such employee's separation (including deferred retirement) from employment with the Board, except if such separation is for the purpose of retirement as set forth in Article 19-I below.
8. Any employee using a sick leave day on the working day prior or subsequent to a holiday shall provide medical evidence justifying the absence acceptable to the Board.
9. Any provisional employee who, by reason of illness, shall be off the payroll for one (1) complete pay period, shall be deemed automatically terminated from employment and must request rehiring in the normal required manner (unless said employee is on an approved leave of absence).
10. Sick leave time must be earned prior to its use. Should an employee use none or only a portion of his/her earned sick leave time for any year, the amount not taken accumulates to his/her credit from year to year during his/her employment.
11. An employee, who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit medical evidence reasonably acceptable to the Board for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.
12. The cause for an employee's absence must be reported daily, unless the employee provides an explanation reasonably acceptable to the Board reflecting the additional days. Any employee requiring or using sick leave time of five (5) or more consecutive working days shall submit to the Board a doctor's certificate with a diagnosis, prognosis and expected date of return; at the employee's option, such certificate may be submitted to his/her immediate supervisor, department assistant administrative supervisor, department administrative supervisor, deputy director or Director. The Director retains the right in sick leave cases less than five (5) days to conduct an inquiry into the sick leave request, and/or require a doctor's certificate, and/or require an examination by a doctor chosen by the agency.
13. Doctor's notes and medial certificates shall be kept confidential pursuant to applicable law.
14. Abuse of sick leave may subject the employee to disciplinary action. Abuse of sick leave shall be defined as: patterned absenteeism, excessive absenteeism (which shall be defined as any sick leave time taken in excess of the number of paid days allowed by

granted leave shall continue to accrue all time, leave benefits and health benefits during the duration of approved leave.

ARTICLE 10 JURY DUTY

A leave of absence shall be granted to any employee called for jury duty, provided proper notification has been given to the Director or his designee. This leave of absence shall not be charged against employee's vacation or sick leave privileges. For the time served on Jury, full pay will be given according to the basic rate of pay usually received for a standard work period. Fees received as a juror, other than meal and travel allowances, shall be returned to the Board.

ARTICLE 11 BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave with pay to attend or make arrangements for the funeral of a member of their immediate family. No more than five (5) days leave with pay per occurrence may be utilized for the death of a spouse, child or parent; no more than three (3) days leave with pay per occurrence may be utilized for the death of other members of the immediate family, as defined below. Sick leave may be used in addition to bereavement leave in the event that additional days are needed during the calendar year in accordance with Civil Service Regulations. Immediate family is defined as and is limited to brother(s), sister(s), mother-in-law, father-in-law, brother(s)-in-law, sister(s)-in-law, son(s)-in-law, daughter(s)-in-law, grandparents, grandchildren, step-parent or any other relative residing in the employee's household.

ARTICLE 12 LEAVE OF ABSENCE

A. Leave without pay. A permanent employee may, for reasons satisfactory to the Board (in its reasonable discretion) and the Civil Service Commission, be granted a personal leave of absence without pay and without service credit for time absent for a period not to exceed six (6) months. In making such a determination, the Board shall not grant a personal leave of absence unless it is considered to be in the best interests of the Board. An additional period not to exceed a six (6) month leave may be granted by the Board in its reasonable discretion and further provided it is in the best interests of the Board, upon reapplication by the employee. A leave of absence for provisional employees shall be governed by the aforementioned but limited to a sixty (60) day period without pay and without service credit for time absent, provided the same is in the best interests of the Board.

1. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer, except as may be provided by law. A violation of this prohibition may be grounds for disciplinary action.

2. Personal leaves of absence are granted with the understanding that the employee intends to return to his/her Board duties. If an employee fails to return within five (5)

C. The Education Committee shall meet on a regular basis as needed to review all pending applications for educational leave or benefits received. No meeting shall be required if there are no pending applications.

ARTICLE 14 HEALTH BENEFITS

A. Eligibility. To be eligible for health benefits, an employee must work full-time; or an employee hired after July 1, 1997 must work a minimum of twenty-six (26) hours per week; or an employee employed by the Agency on June 30, 1997 whose work hours are voluntarily or involuntarily reduced, subject to Board approval, must work a minimum of twenty-five (25) hours per week. In the event that the employee does not elect to obtain coverage from the Board, and he or she has provided proof of such alternate coverage, the employee shall be eligible for opt out payment of twenty-five (25%) of the cost of such coverage up to a maximum of \$5,000 per annum. Payments shall be made in January and July of each year.

B. Medical, Hospitalization and Prescription Coverage All employees will be entitled to medical, hospitalization and prescription coverage through the New Jersey State Health Benefits Plan ("NJSHBP") and its differing health insurance options. All options shall be offered to employees who shall contribute in payroll deductions to the cost of health benefits as required by Chapter 78, P.L. 2011.

The Board may change from NJSHBP as the insurance provider to achieve a cost savings, provided the coverage by any substitute provider shall be substantially similar in all material respects to the coverage provided by NJSHBP. In the event that a change is being considered, the Board shall give the Union at least ninety (90) days notice prior to any commitment to such change is made so the parties can meet and discuss.

C. Dental Plan. The Board shall provide a Dental Plan known and designated as the Premier and Preferred Delta Plans as provided by the present health benefits carrier or equivalent plans. The Board will agree to provide \$2,000 of coverage per patient per year with a \$1,200 lifetime maximum per patient for eligible dependent children for qualified orthodontic services under the Delta Plan as defined in the Master Policy and shall pay one-hundred percent (100%) of the full premium for each enrolled eligible employee and for his/her family. The provisions of the Dental Plan shall be detailed in the master policies and contracts retained by the Board. The Board may change from the Delta Dental Plan described herein to a differing plan so long as the coverage by any substitute provider or plan shall be equal to or better than the coverage currently available to employees.

D. Vision Care. The Board shall provide a Vision Care Program for all eligible employees, including spouse and dependents as covered under the State Health Benefits Program. Each covered employee shall be eligible to receive reimbursement for vision care services every year. Such reimbursement is limited to a total of \$450.00 per year per employee. The date of service on the bill shall determine when a service was performed. The payment shall be limited to one (1) per rolling calendar year, based upon the date of service. Once a payment has been received an employee shall not be eligible for another reimbursement payment until one

and the employees' dependents, including spouse, and including surviving spouse and dependents of such an employee.

(b) Such dental insurance coverage for eligible retirees and their dependents, including spouse and survivors, shall be the same as provided for its active employees in the Bargaining Unit, as far as practicable and subject to any insurance company limitations or restrictions.

3. (a) Any employee who retires from the Board with twenty-five (25) years or more of credit in the state administered retirement system and has a period of service of twenty-five (25) years or more with the Board, excluding any employee who elected deferred retirement, shall continue to receive certain vision care reimbursement.

(b) The provision for vision care reimbursement shall not include dependents and spouses, and shall be in the same amount and subject to the same conditions as provided to active bargaining unit employees.

ARTICLE 15 LIFE INSURANCE

Employees enrolled in the Public Employees Retirement System shall be entitled to life insurance in accordance with the rules and regulations of the Public Employees Retirement System.

ARTICLE 16 SALARY, WAGES AND OTHER COMPENSATION

A. 1. Effective July 1, 2012, there shall be a 0% salary increase.

2. Effective January 1, 2013 all employees shall have a salary adjustment step-to-step which shall provide a 1% salary increase over the salary schedule in effect as of December 31, 2012 rounded to the nearest dollar. Retroactive pay shall only be given to any employee on the Board's payroll as of the date of the effective date of this Agreement.

3. Effective July 1, 2013, all employees shall have a salary adjustment step-to-step which will provide a 1% salary increase over the salary schedule in effect as of June 30, 2013 rounded to the nearest dollar.

4. Effective January 1, 2014 all employees shall have a salary adjustment step-to-step which will provide a 2% salary increase over the salary schedule in effect as of December 31, 2013 rounded to the nearest dollar.

5. Effective January 1, 2015 all employees shall have a salary adjustment step-to-step which will provide a 2% salary increase over the salary schedule in effect as of December 31, 2014 rounded to the nearest dollar.

C. Notwithstanding anything to the contrary contained herein, the Board reserves the right to withhold a merit increment to any employee covered by this agreement for poor performance by said employee. The Board shall have an annual written performance evaluation completed by the appropriate supervisory personnel for each employee covered by this agreement.

ARTICLE 17 LONGEVITY

A. No employee hired after September 30, 1996 shall be eligible for any longevity payment.

B. Payments shall be made to employees with unbroken, continuous, long-term service to the Board as follows:

1. Employees completing 168 months (14 years) through 227 months of service shall receive \$1,900.00.

2. Employees completing 228 months (19 years) or more of service shall receive \$2,200.00.

4. Employees who qualify for longevity according to the above schedule and have been at maximum (9th Step) of their present range for at least one (1) year shall receive \$1,600.00 in addition to the amount received under the above schedule. This additional longevity payment shall continue if an employee changes ranges for any reason, including promotion, change of title, range change, etc.

C. Longevity payments shall be made according to the following schedule:

1. All longevity payments will begin to be earned on the first of the month following the month in which an employee qualifies for such payment.

2. Longevity payments shall be added to the yearly salary and paid on a pro rata basis in each bi-weekly pay check.

ARTICLE 18 VACATIONS

A. Full-time Employees shall be entitled to paid vacation leave (taken on working days) determined as follows:

1. One (1) vacation day for each full month of employment during the first year of full-time employment.

G. Accumulation of Vacation. Any employee who shall elect not to use all or any part of their vacation leave shall be entitled to accumulate same (but not to exceed the vacation days accrued during the subject year) and carryover such accumulated vacation days to the next succeeding calendar year only. In no event may any employee carry over more than the maximum entitled vacation days into the next calendar year.

H. Vacation for Veterans. A retiring veteran shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

I. Deceased Employees. Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave, personal leave and compensatory time, within the limits set forth within Section F above, based on the last approved compensation rate for the deceased employee.

I. Use of Vacation. All vacation leave shall be considered and shall have the same effect as any working day including the night.

ARTICLE 19 GENERAL INFORMATION

A. In the event of the termination of employment prior to the repayment of advanced vacation or personal leave, the necessary salary adjustment shall be made on the employee's final paycheck. Additionally, all property, equipment and manuals belonging to the Board shall be returned by any employee prior to the termination. The appropriate cost of any such property, equipment or manuals will be deducted from the final paycheck of any such employee for the failure to return any said property. If the final paycheck is insufficient to satisfy any repayment or payment, such amount which remains due and owing will be a debt due to the Board and shall be promptly paid by the employee.

B. An employee shall give the Board not less than two (2) weeks' notice of such employee's intent to retire or resign. Provided such notice has been given, the resigning/retiring employee shall be entitled to be paid for all accumulated but unused vacation pursuant to Article 18(A) and (F) above. Notice pursuant to this Article 19(B) shall be given by personal delivery or certified mail to the Human Resources Department with a copy to the Board. The two (2) weeks' notice requirement may be waived for good cause by the Board, in the Board's sole judgment, which determination shall not be the subject of a grievance procedure.

C. In the event an employee should die while employed, the Estate shall be entitled to a payment on account of all accrued but unused vacation accumulated pursuant to Article 18(A) and (F) above.

D. The Board shall use reasonable efforts to accommodate individual choices of all departmental employees with respect to the scheduling of vacation days. When there is conflict in the dates of proposed vacation schedules, preference, within reason, shall be given to the

cost to the Board. Any content posted on the bulletin boards deemed offensive to a reasonable person shall be removed within 10 minutes, upon notification by the Director or the Director's designee to the Union President, vice-president, treasurer and/or secretary.

L. The Union shall be permitted to provide a reasonable number of file cabinets for its own use for the exclusive storage for Union business materials. The location of these file cabinets shall be at the mutual agreement of the Union and the Director. Management can request these file cabinets to be relocated to keep in conformance with personnel changes or general reorganization.

M. Upon twenty-four (24) hours notice, an employee may have reasonable access to his personnel file once each calendar year. Additional review shall be granted if the employee has a grievance or disciplinary matter pending. Requests for copies of material in the personnel file shall be promptly complied with. The first three (3) documents shall be without cost to the employee if the request is reasonable. Nothing of an anonymous nature shall be placed in an employee's file. Each employee shall receive a copy of any material to be placed in his or her file and each employee has the right to respond to any material placed in his or her file and that response will be maintained in the personnel file. Nothing contained herein shall be construed so as to limit any right any employee may have under law. In the event of any conflict between the provisions of this Paragraph and the rights conveyed by rule, regulation or statute, the employee shall have the more expansive right.

N. At the Director's discretion, a reasonable amount of time may be allowed for tardiness because of inclement weather or adverse traffic conditions. Permission for an employee's use of personal time shall not be unreasonably withheld. This shall not abridge any management right to deduct a full day for an employee's absence on a day in which the office opens later than usual or closes earlier than usual. Any determination made under this paragraph shall not be the subject of any grievance.

O. The Union president shall be allowed one (1) hour leave time, with pay, each Monday, Wednesday and Friday for the last hour of the president's work day to conduct Union business. The Union vice president shall be allowed one (1) hour leave time, with pay, each Tuesday and Thursday for the last hour of the vice-president's work day to conduct Union business. These meetings shall occur at a location acceptable to the Board and to the Union. Employees wishing to meet with the Union president or vice president shall be permitted to leave their work station only with the permission of their Supervisor, which permission shall not be unreasonably withheld.

P. If the Board, by the action of the New Jersey Legislature, is dissolved as an ongoing entity, the Board shall use reasonable efforts to place current employees in other comparable positions within the county or other state positions and/or to obtain employment for current employees with any private sector employer.

Q. The number of part-time members of the Bargaining Unit shall not exceed twenty (20%) percent of the total membership of the Bargaining Unit.

- b. Fifteen Dollars (\$15.00) for lunch; and,
- c. Twenty-Five Dollars (\$25.00) for dinner.

2. Employees attending an official conference or seminar at a location ten (10) or more miles from the Board's office shall be reimbursed as follows:

- a. Ten Dollars (\$10.00) for lunch; and,
- b. Twenty Dollars (\$20.00) for dinner.

B. Employees authorized to use their own cars for agency business shall be compensated, at the Internal Revenue Service rate as of January 1 for each calendar year, per mile. Mileage vouchers shall be submitted no later than five (5) business days of the month immediately following the date(s) on which the employee used his/her vehicle. Provided that mileage vouchers are timely submitted, every effort will be made by the Board to reimburse the employees on a timely basis which will not be later than the tenth business day following the submission of the mileage voucher.

C. Each employee who is authorized by the Board and routinely required to utilize his/her automobile in furtherance of such employee's duties, shall receive, in addition to the above mentioned expenses, an allowance of \$20.00 per month towards the cost of such employee's automobile insurance while such insurance is in force. Each such employee shall present to the Board a proper certificate of insurance carried by such employee, indicating coverage in the minimum amount of \$100,000.00/\$300,000.00 and \$25,000.00 property damage. This certificate of insurance shall consist of the "face sheet" of the policy showing the name and address of the insured, the automobile(s) covered, the amounts of insurance, the term of insurance, etc. This insurance coverage shall be mandated of each and every employee who is authorized and routinely required to utilize such employee's automobile on Board business.

D. No employee shall use their own car if a Board owned car is available. No employee shall use their own car without the authorization of such employee's direct supervisor or, if such supervisor is unavailable, the appropriate administrator. Any employee utilizing a car owned by the Board shall abide by all rules adopted by the Board and shall return the car to the Board's offices at the end of the business day.

ARTICLE 22

SENIORITY AND PROMOTIONS

A. Seniority, as it relates to promotions shall be defined as continuous employment in the job title with the Board. In all other instances, seniority shall be defined as continuous employment with the Board.

B. Seniority shall be the determining factor in all promotions within the agency if all other qualifications are substantially equal. All promotions are subject to rules and regulations of the Department of Civil Service.

the grievance. The grievance shall be filed within fifteen (15) business days of the date on which the act or omission occurred which gave rise to the grievance. This period may be waived or extended based upon good cause, in the discretion of the Director. A hearing on the grievance shall be heard by the Director or the Director's designee (the "Hearing Officer") within ten (10) business days of the filing of the grievance. The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board.

The grievant may be represented by a Union Steward or Officer of the Union, who may be an employee of the Board. The Union shall also be permitted to have a representative present to take notes during the proceeding at no loss of pay; such person must remain silent, and may not speak or interrupt or participate in the hearing in any manner unless permitted to do so by the Hearing Officer.

The Hearing Officer shall render a decision, in writing, within ten (10) business days after the hearing.

2. Step 2

(a) In the event the grievant does not accept the Hearing Officer's decision, the grievant or the Union on behalf of the grievant, may, within five (5) business days of receipt of the Hearing Officer's decision, submit an appeal in writing to the Board. The appeal shall set forth the issues to be presented to the Board and the basis for the appeal. In the event the grievant or the Union files the grievance with the Board at least ten (10) business days prior to any scheduled Board meeting, the matter shall be placed on the agenda for the next Board meeting, at which time the Board shall conduct a hearing or schedule the hearing in an expeditious manner. The Board hearing will be considered a *de novo* review. All Board hearings shall be conducted in a fair manner consistent with the due process rights of the grievant and the Board shall consider all evidence presented. The Board will render its decision no later than the meeting following the conclusion of the hearing. The Board's decision shall be memorialized by resolution setting forth findings of fact and conclusions of law adopted at the next scheduled meeting of the Board following the date of decision.

(b) At the hearing before the Board, the grievant may only be represented by an Officer of the Union and/or the International Union Representative or an attorney.

3. Step 3

(a) Any unresolved contractual grievance except matters involving appointment, promotion or assignment or matters within the exclusive province of the Civil Service Commission, or the Department of Civil Rights, may be appealed to arbitration, and only by the Union. The Union must file the request for arbitration within twenty (20) business days after the receipt of the Board's decision. No arbitration hearing may be scheduled until thirty (30) days have expired from the date of receipt of the request filed by the Union.

(k) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after a selection is made and the arbitrator shall issue a decision within thirty (30) days after the close of the hearing.

ARTICLE 24 RIGHTS OF MANAGEMENT

A. Nothing in this contract shall abrogate the management rights of the Board, the Director and its administrators. The Board retains the exclusive right to hire, direct and schedule employees to plan, direct and control operations; to discontinue, reorganize or combine with any subsequent reduction or other changes in the working force observing demotional rights established by Civil Service procedures; to hire and lay off employees in accordance with Civil Service procedures; to hire and lay off employees in accordance with Civil Service procedures; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respects to carry out the ordinary and customary functions or management, including the establishment of reasonable work and employee guidelines, rules and agreements, so that the Administration can effectuate its policy of effectively and efficiently delivering services to the clients of the Board, recognizing that these clients are the citizens of Bergen County most in need. Further, no management prerogative reserved solely to the discretion of the Board by the terms of this agreement shall be made the subject of a grievance.

B. The Director may discipline employees up to and including termination only for sufficient cause which shall include but not be limited to misconduct or negligence. The imposition of discipline shall be progressive in nature, corrective in intent and consistent with the principles of due process as may be appropriate under the circumstances. The Director shall immediately notify the employee, the local Union officer and the Department of Civil Service of the penalty and reason for same.

C. The purpose of the grievance procedure is to enable the Administration to enforce reasonable work and employee guidelines, rules and agreements, including the terms of this Collective Bargaining Agreement, so that the Administration can effectuate its policy of effectively and efficiently delivering services to the clients of the Board, recognizing that these clients are the citizens of Bergen County most in need.

ARTICLE 25 DUES AND REPRESENTATION FEE CHECK OFF

A. The Board agrees to deduct the amount of monthly union dues from the paychecks of each employee who furnishes a written authorization for such deduction to the Board. Dues shall be seven-eighths (7/8ths) of two (2) hours of pay per month, for full-time employees and similarly prorated for part-time employees. Dues shall be computed on the basis of the standard hourly rate. Other amounts may be deducted, as so certified to the Board by the Union, at least thirty (30) days prior to the date on which the deduction of union dues is to be made. Deductions of union dues shall be remitted by the employer to the Union at the end of the

E. Eligible employees shall enroll for this Plan by indicating the amount they wish deducted from each paycheck which amount shall be a fixed dollar amount not to exceed seventy percent (70%) of the employee's net pay rounded to the nearest ten dollars (\$10.00).

F. If there are two (2) occurrences of the issuance of a negative pay check in any one (1) year period to any employee that employee shall forfeit his right to utilize the credit union deduction in this Article.

G. The Board may terminate this benefit upon thirty (30) days written notice to the Union and the Credit Union.

ARTICLE 27 EFFECTIVE LAWS

All provisions of this agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any provision of this agreement shall be rendered illegal or invalid under any applicable law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 28 WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

A. The Director shall have the right, for the efficient operation of Board affairs, to make changes in the daily work schedule including the commencement and time of the end of the work day, so long as the total work hours do not exceed seventy (70) hours in each two (2) week period.

B. Overtime

1. Employees who are eligible for overtime and work such overtime shall be paid as follows:

(a) No overtime shall be paid unless an employee (full or part-time) shall have worked at least forty (40) hours in any particular week

(b) For hours worked in excess of forty (40) hours in a particular week, payment shall be at the rate of time and one-half (1 1/2) an employee's standard hourly rate.

(c) An employee's standard hourly rate shall be calculated by dividing the annual salary by 1820 hours.

ARTICLE 29
HEALTH AND SAFETY COMMITTEE

Three representatives of the Union and three representative of the Board shall meet as a joint Health and Safety Committee. This committee will meet on the 3rd Thursday of each month at 3:00PM, as needed, unless the committee by consensus shall change the meeting date and/or time of the next succeeding monthly meeting. This committee will discuss operating procedures or policies relative to the safe operation of the physical plant, work environment, health and well-being of the employees in the unit. This committee shall be an advisory body and its recommendations shall be non-binding. The Director shall establish this committee within thirty (30) days after ratification of the agreement. The Union representatives shall be selected by the Union.

ARTICLE 30
FLEXIBLE SPENDING ACCOUNT

The Board agrees to make deductions from the compensation of any employee of this Agency for transmittal to the American Family Life Assurance Company of New York (AFLAC) and a comparable carrier subject to the following conditions:

A. All requests for transmission of payments by the Board on behalf of any employee must be in writing on a form provided by the Board for AFLAC or a comparable carrier and submitted to the payroll department of the Board.

B. Any employee who registers for this benefit shall agree to hold harmless the Board and waive any claim against the Board for any errors or misapplication of funds by AFLAC (or a comparable carrier), or for any event beyond the control of this Agency which may cause a delay in the transmission of funds, or improper or inaccurate deposit of the proceeds in AFLAC or a comparable carrier and any individual's future taxes as required by State and/or Federal law.

C. The Board shall transmit all the requested deductions in one (1) check by mail, or by electronic transmission, no later than the close of the third business day after the end of the month, for the payrolls of that month.

D. Employees may register for this Plan or change the amount of their deduction annually between November 1 and November 30 to be effective January 1 of the following year. The limits on contributions for the first year will be the usual annual limits, as stated below. Newly hired employees will be eligible to participate in the Plan after 90 days of employment, only during an enrollment period as stated in this paragraph.

E. Eligible employees shall enroll and be considered participants of the Plan by completing a salary redirection agreement which will indicate the amount they wish deducted on a pre-tax basis for qualified medical insurance, and/or unreimbursed medical, and/or dependent day care.

ARTICLE 32
RATIFICATION

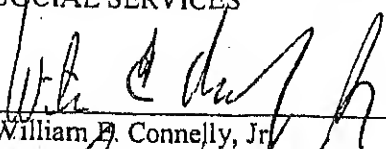
Each party represents that the Agreement has been ratified by the Board. Each party represents that the Agreement has been ratified by the Bargaining Unit. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and permitted assignees. Each party has authority to enter into the Agreement and each party has taken the requisite action.

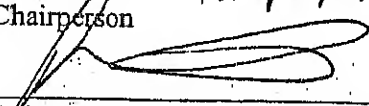
ARTICLE 33
REVIEW BY STATE

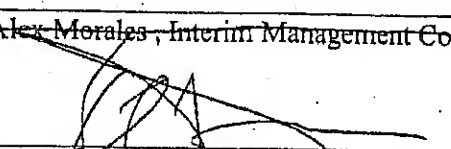
This Agreement shall be submitted to the Division of Family Development of the Department of Human Services, State of New Jersey, for review consistent with the terms of P.L. 1984, C. 14.


IN WITNESS WHEREOF, the parties have caused these presents to be signed and dated by their proper officers and/or agents.

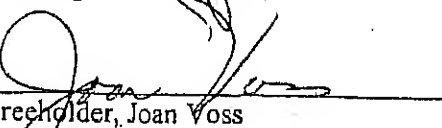
BERGEN COUNTY BOARD OF
SOCIAL SERVICES

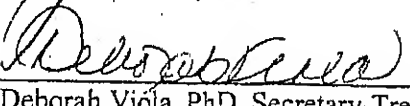

William B. Connelly, Jr.
Chairperson


Robert Calocino, Acting Director

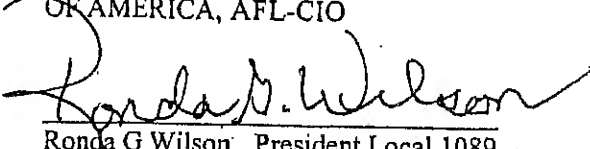

~~Alex Morales, Interim Management Consultant~~



Mayor Vincent Barra

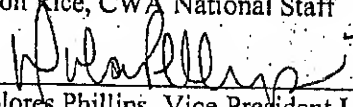

Freeholder, Joan Voss

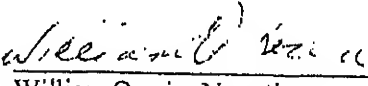

Deborah Viola, PhD, Secretary-Treasurer

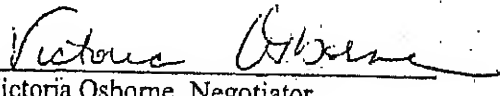
COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO



Ronda G. Wilson, President Local 1089


Don Rice, CWA National Staff


Dolores Phillips, Vice President Local 1089


William Oserin, Negotiator


Victoria Osborne, Negotiator


Lenore Titus, Negotiator

**BERGEN COUNTY BOARD OF SOCIAL SERVICES
SALARIES AS OF JANUARY 1, 2013**

RNG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0	22,027	23,155	24,275	25,390	26,516	27,638	28,767	29,882	31,006	32,557
1	23,190	24,352	25,512	26,668	27,834	28,989	30,157	31,312	32,475	34,098
2	24,406	25,630	26,853	28,082	29,290	30,514	31,734	32,950	34,175	35,885
3	25,696	26,980	28,266	29,541	30,825	32,108	33,391	34,669	35,953	37,750
4	27,002	28,363	29,714	31,060	32,411	33,760	35,114	36,456	37,807	39,697
5	28,325	29,743	31,153	32,567	33,992	35,402	36,820	38,234	39,655	41,639
6	29,743	31,228	32,718	34,209	35,697	37,192	38,684	40,170	41,663	43,744
7	31,228	32,796	34,356	35,920	37,490	39,045	40,613	42,181	43,739	45,927
8	32,796	34,439	36,077	37,722	39,362	41,010	42,648	44,301	45,939	48,236
9	28,325	29,743	31,153	32,567	33,992	35,402	36,820	38,234	39,655	41,639
10	36,158	37,963	39,771	41,577	43,386	45,189	46,993	48,804	50,608	53,139
11	37,963	39,859	41,756	43,650	45,547	47,440	49,330	51,226	53,124	55,777
12	39,859	41,845	43,837	45,825	47,817	49,805	51,795	53,775	55,771	58,560
13	41,845	43,937	46,038	48,130	50,209	52,306	54,405	56,494	58,591	61,520
14	43,937	46,131	48,334	50,525	52,722	54,917	57,117	59,306	61,509	64,586
15	46,131	48,443	50,737	53,049	55,357	57,657	59,958	62,267	64,576	67,804
16	48,443	50,861	53,281	55,712	58,134	60,555	62,983	65,402	67,825	71,215
17	50,861	53,409	55,955	58,502	61,045	63,593	66,137	68,685	71,229	74,791
18	53,409	56,077	58,750	61,413	64,087	66,760	69,426	72,098	74,768	78,506
19	56,077	58,883	61,696	64,486	67,288	70,095	72,892	75,700	78,499	82,424
20	58,883	61,828	64,774	67,716	70,667	73,610	76,559	79,500	82,448	86,572
21	62,415	65,536	68,662	71,772	74,900	78,009	81,127	84,249	87,378	91,748
22	64,922	68,169	71,421	74,661	77,908	81,160	84,406	87,651	90,895	95,442

**BERGEN COUNTY BOARD OF SOCIAL SERVICES
SALARIES AS OF JANUARY 1, 2014**

RNG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0	22,692	23,855	25,008	26,157	27,317	28,472	29,636	30,785	31,942	33,541
1	23,890	25,088	26,282	27,474	28,674	29,865	31,068	32,258	33,456	35,128
2	25,143	26,404	27,664	28,930	30,175	31,435	32,692	33,946	35,207	36,969
3	26,472	27,795	29,120	30,433	31,756	33,078	34,400	35,716	37,039	38,891
4	27,817	29,220	30,611	31,998	33,390	34,780	36,174	37,557	38,949	40,896
5	29,180	30,641	32,094	33,551	35,019	36,471	37,932	39,388	40,853	42,896
6	30,641	32,171	33,706	35,242	36,775	38,315	39,852	41,383	42,922	45,065
7	32,171	33,786	35,394	37,005	38,622	40,224	41,839	43,455	45,060	47,314
8	33,786	35,479	37,167	38,861	40,551	42,248	43,935	45,639	47,326	49,692
9	35,479	37,251	39,025	40,805	42,576	44,351	46,123	47,897	49,671	52,157
10	37,250	39,110	40,972	42,833	44,696	46,554	48,412	50,278	52,136	54,743
11	39,110	41,063	43,017	44,969	46,922	48,872	50,819	52,773	54,728	57,462
12	41,063	43,108	45,161	47,209	49,261	51,309	53,359	55,399	57,456	60,329
13	43,108	45,264	47,428	49,583	51,725	53,886	56,048	58,200	60,361	63,378
14	45,264	47,524	49,793	52,051	54,314	56,575	58,842	61,097	63,366	66,537
15	47,524	49,906	52,269	54,651	57,029	59,399	61,769	64,148	66,526	69,852
16	49,906	52,397	54,890	57,394	59,889	62,384	64,885	67,377	69,873	73,366
17	52,397	55,022	57,645	60,269	62,888	65,514	68,134	70,759	73,380	77,050
18	55,022	57,771	60,525	63,268	66,023	68,777	71,522	74,275	77,026	80,877
19	57,771	60,661	63,559	66,434	69,320	72,212	75,093	77,986	80,870	84,913
20	60,661	63,695	66,730	69,761	72,801	75,833	78,872	81,901	84,937	89,187
21	64,300	67,515	70,736	73,940	77,162	80,365	83,577	86,793	90,017	94,518
22	66,882	70,228	73,578	76,916	80,261	83,611	86,955	90,299	93,640	98,324

**BERGEN COUNTY BOARD OF SOCIAL SERVICES
SALARIES AS OF JANUARY 1, 2016**

RNG	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0	23,609	24,819	26,018	27,214	28,420	29,622	30,834	32,029	33,233	34,896
1	24,855	26,102	27,344	28,583	29,832	31,071	32,323	33,561	34,808	36,548
2	26,159	27,471	28,781	30,099	31,395	32,705	34,013	35,318	36,629	38,462
3	27,541	28,918	30,296	31,663	33,039	34,415	35,790	37,159	38,536	40,462
4	28,940	30,400	31,847	33,291	34,739	36,186	37,635	39,074	40,523	42,548
5	30,359	31,879	33,391	34,906	36,433	37,944	39,465	40,980	42,503	44,629
6	31,879	33,470	35,068	36,666	38,261	39,863	41,462	43,055	44,656	46,885
7	33,470	35,151	36,824	38,500	40,182	41,849	43,530	45,210	46,880	49,225
8	35,151	36,913	38,668	40,431	42,189	43,955	45,710	47,483	49,238	51,700
9	36,913	38,756	40,602	42,453	44,297	46,143	47,986	49,832	51,677	54,264
10	38,755	40,690	42,627	44,564	46,502	48,435	50,368	52,310	54,243	56,955
11	40,690	42,722	44,755	46,785	48,817	50,846	52,872	54,905	56,939	59,783
12	42,722	44,849	46,985	49,116	51,251	53,382	55,515	57,637	59,777	62,767
13	44,849	47,092	49,345	51,587	53,815	56,063	58,312	60,551	62,799	65,939
14	47,092	49,443	51,805	54,154	56,508	58,861	61,219	63,565	65,926	69,225
15	49,443	51,922	54,380	56,859	59,333	61,799	64,264	66,740	69,214	72,674
16	51,922	54,514	57,108	59,713	62,309	64,905	67,507	70,100	72,695	76,330
17	54,514	57,244	59,974	62,703	65,429	68,160	70,887	73,617	76,345	80,163
18	57,244	60,105	62,971	65,824	68,690	71,556	74,411	77,276	80,138	84,145
19	60,105	63,111	66,127	69,118	72,120	75,129	78,127	81,137	84,137	88,343
20	63,111	66,268	69,426	72,579	75,742	78,897	82,058	85,210	88,369	92,790
21	66,268	70,242	73,594	76,927	80,279	83,611	86,954	90,300	93,653	98,336
22	69,584	73,066	76,551	80,023	83,503	86,989	90,468	93,947	97,423	102,296

Communications
Workers of America
AFL-CIO

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STEPHANIE MARTE

Secretary

Local 1089



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